



## REQUEST FOR PROPOSALS TITLE PAGE

*Include This Page as the First Page in Your Proposal Response*

City of Lynchburg, Virginia, Procurement Division

### PROPOSAL TITLE: Marketing and Branding Communications Services

This Request for Proposal No. **06-340** issued **May 19, 2006** is to acquire qualified firms with the capabilities to provide distinct marketing and branding communications services for the City of Lynchburg, Virginia. Direct inquiries for information to V. Eloise Bowling, CPPB, Senior Buyer, Phone 434-455-3961; Fax 434-845-0711; or email [eloise.bowling@lynchburgva.gov](mailto:eloise.bowling@lynchburgva.gov).

A **mandatory** pre-proposal conference will be held on **Tuesday, June 6, 2006 at 2:00 p.m.** in 2<sup>nd</sup> Floor Training Room, City Hall, 900 Church Street. Prospective firms are strongly encouraged to attend to offer comments or ask questions regarding this transaction. Responses will only be received from those attending the pre-proposal conference.

Subsequent changes to this Request for Proposal will be made only by written addendum issued by the City of Lynchburg Procurement Division and published on City web site at [www.lynchburgva.gov](http://www.lynchburgva.gov). It is each Offeror's responsibility to check the web site for any updates.

Sealed proposals will be accepted prior to **3:00 p.m. Local Time Prevailing, Tuesday, June 27, 2006**, however, only the names of prospective offerors responding to the Request for Proposals will be made available. Proposals received after the stated due date and time shall not be considered.

Submit proposals in a sealed, opaque envelope and put the RFP number, title, due date, and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and should note all addenda issued.

Acknowledge receipt of addenda here: No. \_\_\_\_\_ Date: \_\_\_\_\_ No. \_\_\_\_\_ Date: \_\_\_\_\_

Submit Proposals:

BY HAND DELIVERY, POSTAL MAIL SERVICE, OR EXPRESS CARRIER TO:  
City of Lynchburg  
Procurement Division  
Third Floor City Hall Building  
900 Church Street  
Lynchburg, Virginia 24504

#### Information the Offeror deems Proprietary is included in the proposal response in section(s):

See Paragraph B on page 3 for guidelines on submitting proprietary information. In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: \_\_\_\_\_

Fed ID OR SOC. SEC. NO.: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_

Typed or Printed Name, Title \_\_\_\_\_

*V. L. Bowling, CPPB Senior Buyer*  
City's Purchasing Officer Signature

## I. SUBMISSION OF PROPOSALS

- A. **An original, so marked, and twelve (12) copies, so marked, for a total of thirteen (13) copies of your proposal document are required. One copy of proposal in an electronic format, either floppy disk or CD in Microsoft Word format or PDF file must also accompany each.** The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- B. **Submission of Proprietary Information** - Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful Contractor. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal response, the Offeror agrees that the proposal response will not be withdrawn for a period of ninety (90) days following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of the City.

## II. GENERAL INFORMATION/PURPOSE

- A. The city of Lynchburg wishes to distinguish itself as a great place in which to live, work, play, visit, and do business. The goal of "Project Brand" is to present Lynchburg's strengths in a compelling way. The intent of this Request for Proposal (RFP) is to obtain a variety of marketing communication services to support this initiative. The City's *Marketing Partnership* is looking for a firm(s) that has demonstrated successful

experience in branding localities and whose capabilities can provide creative and technical services to develop, design, and produce a new brand, a new logo and other design elements, collateral marketing materials, and provides communications/ public relations services.

- The City intends to award a one (1) year contract for Project Brand with four (4) optional one (1) year renewal periods.
- The successful contractor(s) shall be required to provide fixed price bids in their pricing-proposal.
- The City Of Lynchburg's preference is to award the entire contract to a single firm/prime contractor, but the City reserves the right to award each Task to a different firm, depending upon abilities.

B. **COMPETITION INTENDED:** It is the City's intent that this Request for Proposal (RFP) encourages competition. It shall be the Offeror's responsibility to advise the Procurement Official issuing this document in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be received the Procurement Division not later than ten (10) days prior to the date set for acceptance of proposals

C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties to any Contract resulting from this proposal that the City shall be bound hereunder only to the extent of the funds appropriated or which may hereafter be appropriated for the purpose of this Contract.

#### D. **DEFINITIONS**

1. Contractor: The successful Offeror who enters into a Contract with the City of Lynchburg to provide the specified marketing and branding communications services.
2. City: Wherever the word "City" appears, it shall be understood to mean the City of Lynchburg.
3. Owner: Wherever the word "Owner" appears, it shall be understood to mean the City of Lynchburg.
4. LRCVB - Wherever the words "LRCVB" appears, it shall be understood to mean the Lynchburg Regional Chamber Visitor Bureau.

### III. **BACKGROUND**

The city of Lynchburg, Virginia is a city which remembers its past while focusing on the future—a vibrant central city fostering a strong sense of community and economic opportunity for all our citizens and responsive, results-oriented local government.

Lynchburg is a city of 50 square miles located near the geographic center of the state, bordered by the eastern edge of the beautiful Blue Ridge Mountains. It is located approximately 180 miles southwest of the nation's capital (capitol), Washington, D.C.

A city with outstanding cultural, educational, and recreation opportunities, Lynchburg has over 800 acres of park land that provides a full array of recreation opportunities. Citizens and visitors can enjoy the many tennis and basketball courts, Olympic size swimming pool, disc golf course, many athletic activities, visit one of the seven community centers or just enjoy the beautiful landscapes while visiting a park. Lynchburg is known for its nationally recognized urban trail system, serving both the local residents and attracting visitors from around the state. Other opportunities of the area include hiking in the Blue Ridge Mountains or on the Appalachian Trail; swimming and boating on Smith Mountain Lake, one of the country's largest man-made bodies of water; skiing at nearby Wintergreen Resort; taking in a minor-league baseball game at the City-owned stadium or shopping in the historical Lynchburg Community Market. Lynchburg was chartered in 1786 and has a rich historical heritage. The city has a number of historical homes open to the public including Point of Honor, the Sandusky House, and Fort Early.

An active community boasting friendly residential neighborhoods, Lynchburg has a tradition of outstanding public education and operates one of the top school systems in the state. It is recognized for its unique *Partners in Education* program that partners the business and government sector with the schools. Lynchburg is also home to five public/private colleges and universities.

In 2005, a consortium of both City departments and external agencies came together to form the Marketing Partnership. The Marketing Partnership is comprised of the City's departments of Communication and Marketing, Parks and Recreation, the Office of Economic Development, and the Lynchburg Museum System. External agencies include Lynchburg City Schools, Lynch's Landing (downtown advocacy group with the mission of identifying opportunities and developing resources that position and sustain Downtown and the Riverfront as a vital economic, cultural, recreational, residential, and historic center), and the Lynchburg Regional Convention and Visitors Bureau. The Partnership's goals include identifying current marketing activities, identifying cooperative marketing opportunities, and the creation of a realistic brand for the Lynchburg community. Efforts to date have included holding various stakeholder meetings with individuals representing business and industry, colleges and universities, and non-profit organizations. The Partnership has determined that the absence of a realistic brand and image, consistent and identifiable messages and themes, etc., are hampering marketing efforts for the city.

The Marketing Partnership has identified a need to develop a brand for the city that includes clear messages about Lynchburg. An effective brand will tell potential business, new residents, visitors, and others what kind of community they can expect. Doing this well will create significant value to marketing Lynchburg in a highly competitive marketplace.

Currently, the city does not have an existing brand. The City does have an official logo that has been modified for use by the Lynchburg City Schools. In addition, Lynchburg has an official City seal that is used only on legal documents. Our tourism partner, the Lynchburg Regional Convention and Visitors Bureau, (LRCVB) developed its *Discover Lynchburg* brand for the tourism industry. In addition, the LRCVB recently released a tourism marketing and branding study that may provide useful information.

#### IV. SCOPE OF SERVICES:

The scope of "Project Brand" shall include four program elements in four separate Tasks (outlined below).

The successful Contractor shall provide creative and technical services to redesign and produce (not including printing) the Marketing Partnership's collateral and promotional materials, incorporating the new brand and design elements developed during Tasks One and Two. The redesigned package will replace existing materials, and will include new pieces, not yet to be fully defined, to better serve the Partnership's customers.

##### 4.0 Branding Project Task Outline:

- **Task One:** Research and create a brand that delivers a positive message for businesses, workforce, citizens, and visitors. These messages are expected to be based Lynchburg's positive "realities" and promising vision for the future.
- **Task Two:** Design a new logo, tag lines, and related graphic elements with one or more tag lines that communicate the brand message and are easily marketable, and easily transferable for use by individual members of the Marketing Partnership.
- **Task Three:** Develop a variety of advertising and public relations plans and services including creative concepts, materials, and media development.
- **Task Four:** Develop and produce a variety of sample collateral materials that include the brand message and new design elements.

##### 4.1 Audiences:

The city of Lynchburg has many audiences that will need to be taken into consideration throughout Project Brand. Audiences include:

- Citizens of Lynchburg.

- Elected officials and community leaders.
- Families seeking quality educational opportunities at all levels.
- Executives and owners representing large and small businesses already located in or considering relocating to Lynchburg.
- Entrepreneurial ventures and their sources of capital.
- Real estate community including brokers, developers, and site selection consultants.
- A talented national and regional labor force researching for employment prospects.
- Individuals that visit for business, cultural heritage, recreational, tourism, and other purposes.

#### 4.2 **Task 1: Develop a Brand**

Develop a brand for Lynchburg that covers economic development, investment (venture capital, real estate, etc.), talent (workforce), public and higher education, political interest, infrastructure, quality of life, downtown revitalization, and tourism (as it relates to the LRCVB brand). The brand must create a unique and memorable effect and be easily marketable. It should represent all major aspects of Lynchburg.

- a. Branding goals:
  - Align target audience perceptions of Lynchburg with the community's positive realities and promising vision for the future.
  - In cooperation with LRCVB and its marketing agency, create a brand that is easily recognizable, marketable and memorable.
  - Create a brand that distinguishes Lynchburg as a central and strategic location in Virginia.
- b. Scope of Lynchburg brand:
  - Identify brand strengths that distinguish Lynchburg from other locations.
  - Translate identified brand strengths into a core concept(s) that defines Lynchburg in the marketplace.
  - Identify the underlying theme of the brand, in other words, the promise that we make to our customers (businesses, workforce, visitors, and citizens).
  - Identify how the theme and brand may translate into advertising copy and other forms of communication.
  - Perform test marketing of the proposed brand message to ensure it is well received, endorsed, supported, and adopted by key public and private stakeholders.
  - Identify methods/plans to launch the new brand.
  - Package the results of this task to make it easy for decision makers to see the process of how the results were reached, and the evidence supporting the results.

#### 4.3 **Task 2: Design Graphic Elements**

Develop design elements that translate the identified brand into advertising copy, marketing materials, and other forms of communication.

- Develop a new logo based on the identified brand. Modify/harmonize other logos (Lynchburg City Schools, Lynch's Landing, etc) to be used in conjunction with the newly developed brand logo.
- Identify brand imagery to create visual impact for each audience based on the brand strengths.
- Identify photo guidelines on how to best capture our brand strengths in photography for marketing Lynchburg.
- Specify brand colors to capture the emotional imagery of Lynchburg.
- Specify print guidelines, including layout, and fonts to use in producing promotional literature about Lynchburg.
- Identify other graphic elements to be used in collateral materials, digital formats, and other marketing venues.
- Develop a toolkit designed to arm our local organizations with insights, knowledge, and messages about the Lynchburg brand so that, collectively, we can impact our target audiences and be more effective in reaching our goals.

- Deliver the results of this Task in printed and digital forms, packaged for easy use by the Marketing Partnership.

#### 4.4 **Task 3: Develop and Execute a Communications Plan**

In coordination with the Marketing Partnership, the Contractor will develop a communications plan (including advertising and public relations) that uses the new brand message to support the Marketing Partnership's initiatives. This Task will follow the completion of Tasks One and Two.

Following is a list of some of the projects envisioned as part of this contract. Each of these activities will be started on a project-by-project basis, and their inclusion in this list is not a guarantee that the Partnership or any of its members will authorize all projects. Additional projects can be developed throughout the life of the contract (up to five years).

All offerors must be able to provide:

- a. Development of an annual communications plan in conjunction with the Marketing Partnership, collectively or individually. The plan should address advertising and public relations. The advertising plan should include the specific publications and other placements proposed within the budget limitations of the Partnership. A public relations strategy for communicating with the various audiences should include, at a minimum, story ideas and proposed media to contact for print, TV, radio and web broadcast. Vendor may handle selected projects with key media.
- b. Preparation of advertising copy and artwork for placement as print ads, posters, mailers, and special promotions. Design a print ad campaign (up to three ads) to be consistent with the new brand and graphic elements developed during Tasks One and Two.
- c. Web Site. As part of the outreach/communications efforts, the individual members of the Marketing Partnership's web sites may incorporate the new brand message. This project could include web content, but likely will not include web site design or hosting services.

#### 4.5 **Task 4: Develop and Produce Collateral Materials**

The successful Contractor shall provide copy writing, photography services, and any other services as required for the completion of the materials developed under this contract. All photography commissioned as part of this contract will become the property of the City of Lynchburg or individual agency.

##### **Ownership of Designs**

All Designs, including art, copy, photographs, and any other product which is part of the design, resulting from this contract shall become property of City and shall be delivered to the City in appropriate printed and digital formats.

#### 5.0 **COST OF SERVICES**

Offerors shall provide a total cost per Task for Tasks One and Two (as identified in Section 4.0), in addition to the hourly cost breakdowns described below. For Tasks Three and Four, only hourly costs are required at this time because the specific projects under those Tasks are yet to be defined.

Offerors should include a breakdown of costs for services and materials for each Task. Failure to provide cost breakdown by Tasks will eliminate offeror from being considered. Offerors shall include in their proposals hourly rates for design related services, such as consultation, design, copy writing, and all other services that the offeror proposes. Hourly rates shall be inclusive of labor, overhead and profit.

- a. Task One: Provide detailed cost breakdowns of project technical approach.
- b. Task Two: Provide detailed cost breakdown for the design of each graphic element. Four reviews/alterations are to be included for the design of the logo. Two reviews/alterations shall be included for the design of each remaining graphic element. Include a per hour rate for additional graphic design services as needed.
- c. Task Three: Provide cost breakdown in hourly rates for various communications/ public relations services offered by your firm (as described in Section 4.4). (Hourly rates are requested to allow cost comparisons between proposals; Task Three may be awarded on a retainer basis.)
- d. Task Four: Provide an hourly rate for associated costs (e.g., consultation, design, production, copy-writing, copy-editing, photography, and all other services the offeror proposes) for designing and producing collateral materials.

This proposal does not include printing but will include your preparation of any disks or materials needed by the printer and any coordination you feel will be required to produce a quality product.

Authorization will be provided by the City for each piece on a project-by-project basis and the Contractor shall bill for each authorized piece separately. Updates of completed pieces shall be billed at the agreed upon hourly professional rates listed in the resulting contract

## **V. PROPOSED SCHEDULE OF IMPLEMENTATION**

- RFP Issuance: May 19, 2006
- Advertisement: Sunday, May 21, 2006
- Mandatory pre-proposal meeting: 2:00 p.m., June 6, 2006
- Proposal Due Date: 3:00 P.M., June 27, 2006
- Notification to short-listed firms: July 11, 2006
- Interview Finalists: July 18-19. 25-26 - (All Offerors are asked to put a hold on their calendars for these days.)
- Award Contract: August 8, 2006

## **VI. PERIOD OF CONTRACT**

This Contract will be for a period of one (1) year from the date of issuance of the contract. This contract may be renewed for four (4) additional one year periods, based on the same terms and conditions at the expiration of its term by mutual agreement between the parties. Each renewal may be for a period equal to the original contract period (one year).

Notice of intent to renew will be given to the successful Contractor in writing by the City, sixty days before the expiration date of the current contract. This notice will not be deemed to commit the City to a contract renewal.

## **VII. CONTRACTOR REQUIREMENTS**

The successful Contractor must have the ability to produce materials of the highest quality, from helping Lynchburg identify needs and gaps in materials, to content creation, design and print management. Throughout the life of contract, the Contractor will be encouraged to suggest ideas for new pieces or ways to improve Lynchburg's marketing packages.

## **VIII. ACCEPTANCE OF DELIVERABLES**

Contract deliverables will be submitted, reviewed, and accepted according to the following:



- A. General - Except where a contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable specifications for Contractor's work in the Scope of Services, and/or as subsequently modified by written amendment signed by both parties. All of which shall become part of the final Contract.
- B. Submittal and Initial Review - Upon written notification by the Contractor that a deliverable is completed and available for review and acceptance, the City's authorized representative will use best efforts to review the deliverable within (15) business days after the deliverable is presented for review. In no event shall review of such deliverable require more than (20) business days by the City's authorized representative.
- C. Notice of Rejection - In the event of a partial or total rejection of deliverable, the City's authorized representative shall take immediate action to notify Contractor as to the reasons for rejection. Such notification shall be sufficiently detailed to allow the Contractor to determine why such deliverable is unacceptable. The Contractor may request in writing that the City provide additional information as required to affirm the rejection. The Contractor will either correct identified problems within 15 business days after receiving such request or present the City with a plan to fix such problems within a period of time that is acceptable to the City. Notwithstanding anything to the contrary, the Contractor shall not be relieved of his obligation to perform the services consistent with the terms of the Contract.

## IX. PROPOSAL PREPARATION

The proposal response should address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Each copy of the proposal should be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined non-responsive. Offerors should organize their proposals using the format described below:

- A. Title Sheet: Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE** of this solicitation and include it as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offerors shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information, thereby invoking the protections of Sec. 2.2-4342 Code of Virginia.**
- B. Project Schedule: The time for the completion of the Project Scope for Tasks One and Two is not to exceed six (6) months from the date of execution of the Contract. The contractor will be expected to submit a detailed schedule for tasks to be performed including time for presentations, critical points in the process, and consultations with City staff and other interested groups.
- C. Project Methodology: Provide a complete description of the proposed methodology for Offeror's provision of the required services under this contract, in terms of proposed methodology for creating a package, proposed project schedules, project team structure, and coordination with the City and logistics (i.e., if your firm is not local, how you would handle consultation and reviews, etc.,).
- D. Experience of the Offeror in Providing This Service: Include a statement of the Offeror's experience in providing the services stated in the Scope of Services, especially in projects of similar size and scope. Be specific and identify projects, dates, and results. If any subcontractors will be used, they should be identified and their qualifications included in the proposal response. Include experience of key individuals to be assigned to this contract, emphasizing their experience in working with similar contracts and local governments. Show only experience directly related to their assigned duties under the proposed contract. Identify only the specific individuals who will be actively working on this project. Explain how the project team will be organized, who will fill each appropriate role, and what proportion of each individual's time will be devoted to a given phase of this project.
- E. References: Provide a list of at least three (3) clients, including local governments of a similar size, for

whom services have been provided and dates when the service was provided. Include client name, address, telephone number, facsimile number, description of type of services performed, and person the City may contact. Samples must be furnished free of expense to the City on or before date specified. Samples will be returned to offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name and address, City request number and opening date. DO NOT ENCLOSE IN OR ATTACH PROPOSAL TO SAMPLE.

- F. Outline your firm's current and anticipated workload and your plan to dedicate the necessary resources to assure timely delivery of proposed services.
- G. Provide an audited financial statement for the most recent fiscal year.

## **X. CRITERIA FOR PROPOSAL EVALUATION**

The City will consider all aspects of each Proposal. The following criteria, in random order, will be used in the evaluation and rating of proposals for selection:

| <b>Criteria</b>   | <b>Point Value</b> |
|---|--------------------|
| Quality and impact of samples submitted                                     | TBD                |
| Strength of proposed project teams, experience, and relevance of prior work | TBD                |
| Creativity of materials   | TBD                |
| Approach  | TBD                |
| Relevance, quality, and completeness of proposal                            | TBD                |
| Cost of services  | TBD                |

## **XII. METHOD OF AWARD**

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the provisions of competitive negotiation in compliance with Code of Virginia Sec. 2.2-4301 (3.a). Should the City determine that only one offeror is fully qualified, or clearly more highly qualified and best suited than all others, a contract may be negotiated and subsequently awarded to that offeror.

Upon making an award, or giving notice of intent to award, the City will place official notice on its Procurement Division Web site and place appropriate notice on the public bulletin board located outside of the Procurement Division Office, located on the third floor of City Hall.

## **XIII. SOLICITATION DEBRIEFING**

The competitive negotiation process requires that the content of all offers made subject to this solicitation be kept confidential until official posting of the City's 'intent to award'. In accordance with Section X11 above, with the exception of documents claimed as proprietary, such information may be viewed only by a submitting offeror within a ten (10) day period after notice of intent to award is given, and by the general public only after the award is made. The City shall not be required to give reasoning for its decision to award to the selected offeror.

## **XIV. GENERAL TERMS AND CONDITIONS**

### **A. Subcontracting and Assignment of Work**

The Contractor shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the

Contractor proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the City for all work performed by any subcontractor or special consultant.

B. Payment for Services

Payments to the Contractor shall be made within 30 days after receipt of an approved invoice for services provided. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The Contractor's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Contractor agrees to retain all records, documents, and support materials relevant to the CONTRACT for a period of five (5) years following final payment.

C. Notification

Any notice required by this Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to JoAnn Martin, Communications and Marketing, 900 Church Street, Lynchburg, VA 24504 or V. Eloise Bowling, CPPB, Senior Buyer, Procurement Division, 900 Church Street, Lynchburg, VA. 24504. The Contractor agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Laws and Regulations

The Contractor shall abide by all federal, state, and local laws and regulations governing the provision of the services called for in the contract. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. The Contractor shall be properly registered in the Commonwealth of Virginia. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Lynchburg City General District Court or the Lynchburg City Circuit Court.

E. Right to Modify Contract - Additional Services

In accordance with Virginia Code Section 2.2-4309, the City may add to the Scope of Services or make changes in the Scope of Services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed upon.

F. Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

G. Licenses and Permits

The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, in accordance with the City's Tax Ordinance, Sec. 58.1-37.15.

H. Nondiscrimination

If the resultant contract exceeds \$10,000 during the performance of the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Payments to Contractors

In accordance with Code of Virginia Section 2.2-4354 the Contractor agrees that:

1. Should any subcontractor be employed by the Contractor for the provision of any goods or services under this Contract, the Contractor agrees to the following:
  - a. The Contractor shall, within seven (7) days after receipt of any payments from the City pursuant to this Contract, either:
    - (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
    - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: JoAnn Martin, Communications & Marketing.
  - b. The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph a. (2) above.
  - c. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
  - d. The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.

- e. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

J. Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing to the City Manager with copy to the Purchasing Agent, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given within ten (10) days of the occurrence of the event giving rise to the claim or the beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The decision of the City Manager on the claim shall be final unless appealed to the Lynchburg Circuit Court as provided by law.

K. Taxes

The Contractor shall pay all county, city, state, and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Contractor and not of the City and the City shall be held harmless for same by the Contractor.

L. Insurance

The Contractor shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent contractors, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Contractor shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The Contractor shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

M. Indemnification

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

N. Termination and Ownership of Documents

The City reserves the right to terminate the contract upon seven (7) days written notice to the Contractor. In the event of termination pursuant to this paragraph, which is not the fault of the Contractor, the Contractor shall be paid for all services provided through the date of termination.

The Contractor agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

O. Termination for Non-Appropriation of Funds

The Contract will terminate immediately upon failure of the Lynchburg City Council to appropriate funds for its continuance.

P. Termination for Failure to Maintain Insurance

The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.

Q. Termination for Default

The Contractor's failure to perform in accordance with the terms of the contract will be subject to termination of the Contractor by the City. Contractor shall be provided with a written notice of the City's intent to declare Contractor in default, stating the reason for such determination. If a satisfactory resolution has not been reached within thirty (30) days after the Notice of Default is sent to the Contractor, the City may terminate the Contract by notifying the Contractor in writing of its decision to terminate the Contract. If the City takes repurchase action, the Contractor shall be held responsible for any difference in cost. The City shall utilize competitive practices as is practicable under the circumstances in its repurchase actions.

R. Termination for Convenience

The performance of work under contract may be terminated by the City upon written notice to the Contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the City's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within sixty (60) days after receipt of the notice of termination.

S. Contract Assignment

A Contract resulting from this solicitation may not be assigned, in whole or part, without the written consent of the City.

T. Royalty and License Fees, Copyright, Trademark, and Patent Protection

The Contractor shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use, and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

U. Responsibility for Property

The Contractor shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Contractor shall be repaired or replaced by the Contractor, to the satisfaction of the City, at the Contractor's expense.

V. Precedence of Documents

The precedence of documents shall be as follows:

- (1<sup>st</sup>) the CONTRACT,
- (2<sup>nd</sup>) the City's Request for Proposals, and
- (3<sup>rd</sup>) the Offeror's response to the Request for Proposals.

W. Administrative Appeals Procedures

In accordance with Sec 18-1-7 of the Lynchburg Code and Sec.2.2-4365 Code of Virginia, any bidder, offeror or Contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, debarment or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

Any protest or appeal pursuant to this section shall be in accordance with such administrative procedures as the City Manager may prescribe.

Any bidder, offeror or Contractor shall submit a written protest or letter of appeal to the City Manager with a copy to the Purchasing Agent, within the time constraints as set forth in Sec. 2.2-4365 of the Code of Virginia. The written protest or appeal shall include the basis for the protest or appeal and the relief sought, and whether the bidder, offeror or Contractor wishes to have a hearing with respect to the protest or appeal.

If no hearing is requested, the City Manager or the Purchasing Agent shall render a written decision to the bidder, offeror or Contractor within ten (10) days of receipt of the written protest or letter of appeal.

If a hearing is requested, it shall be held within (10) days of receipt of the written protest or letter of appeal, and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, the protesting party shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be an informal administrative proceeding rather than a judicial-type trial, and a disinterested person, other than a City employee, appointed by the City Manager, will conduct it.

The findings of fact shall be final and conclusive and shall not be set aside unless the same are fraudulent or arbitrary or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely matter.

Any party to the administrative procedure shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

## **XV. Confidentiality Contractor**

All information obtained by the Contractor from the City as a result of this contract including employee names shall be confidential; and shall not be used for any purposes other than that specifically authorized, without the prior written permission of the City.

## **XVI. Other Terms and Conditions**

### **A. Drug Free Workplace**

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

Successful Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

B. Governing Law and Policy

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg, Virginia and such Courts shall be the appropriate forums.

C. False Information

The City reserves the right to cancel any contract if, in the opinion of the City, the offeror provided false, inaccurate or misleading information in the RFP documents or if the offeror withheld information from the City regarding the offeror's moral and business integrity and reliability as it relates to the good faith promise of the contract.

D. Independent Contractor

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent Contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to a Contract. Contractor (including without limitation, it's officers, shareholders, subcontractors, and employees) has no claim under any resultant Contract or otherwise against the City for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

E. Publicity

Successful Contractor agrees to submit to the City all advertising, sales, promotion, and other public matter relating to any service furnished by the Contractor wherein the City's name therewith may be inferred or implied. The successful Contractor further agrees not to publish or use any such advertising, sales promotion, or publicity matter without prior written consent of the City.

F. Force Majeure

Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.

G. Tax Exemption

The City as a public body and corporate of the Commonwealth of Virginia, is exempt from any federal excise tax and Virginia sales and use tax. Lynchburg's tax identification number is 54-6001405.



H. State Corporation Commission (SCC) Registration

If listed as a Corporation, offerors must also submit documentation, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

I. Faith Based Organizations

In accordance with the Code of Virginia Sec. 2.2-4343.1, the City does not discriminate against faith-based organizations.

## CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: \_\_\_\_\_ (corporate seal)

Date: \_\_\_\_\_

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

\_\_\_\_\_ (seal)

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## **Limited Liability Form**

*All Prospective Firms Must Respond To The Following*

If a limited liability company, limited liability partnership, or a limited partnership indicate below:  
Check one:

\_\_\_ Limited Liability Company

\_\_\_ Limited liability partnership

\_\_\_ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No If yes, State Corporation Commission # \_\_\_\_\_

Name(s) and address(es) of the individuals that formed the limited liability organization:

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---

List who is authorized to execute contracts: \_\_\_\_\_

---

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: \_\_\_\_\_

Owner's name and address: \_\_\_\_\_

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business: \_\_\_\_\_

If you are a sole proprietor using an assumed name, please list below:

---

Registration date: \_\_\_\_\_ Expires: \_\_\_\_\_

## INSURANCE REQUIREMENTS

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverages shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverages.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverages, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply\_\_\_\_\_
8. All coverage's for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

|   |  |   |
|---|--|---|
| Print or type<br>See Specific Instructions on page 2. | Name   |   |
|   | Business name, if different from above   |   |
|   | Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup<br>withholding |   |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
|   | City, state, and ZIP code  |   |
| List account number(s) here (optional)                |  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

|                                |   |  |   |  |  |  |  |  |
|--------------------------------|---|--|---|--|--|--|--|--|
| Social security number         |   |  |   |  |  |  |  |  |
|                                |   |  | + |  |  |  |  |  |
| or                             |   |  |   |  |  |  |  |  |
| Employer identification number |   |  |   |  |  |  |  |  |
|                                | + |  |   |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

|              |                               |        |
|--------------|-------------------------------|--------|
| Sign<br>Here | Signature of<br>U.S. person ▶ | Date ▶ |
|--------------|-------------------------------|--------|

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**If you are a foreign person, use the appropriate Form W-8.** See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Exempt from backup withholding.** If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

## Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN or:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN or:   |
| 6. Sole proprietorship  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



Questions to Offeror

1. Offerors are to respond to the following question: Have the individual(s), owner(s), or principal officer(s) of the firm submitting the proposal ever been convicted of a felony or a misdemeanor involving moral turpitude, that would adversely affect the ability to perform the contract?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, list individual or officer and title and give details.

NOTE: Answering yes to this question will not necessarily exclude your company from consideration but will be used to weigh the relationship between the offense and the contract to be performed.

2. Is your firm currently involved in litigation which would adversely affect performance on this contract?

YES \_\_\_\_\_ NO \_\_\_\_\_